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it could not well be used by the defendant. "There is no evidence that plaintiff sold the coal with reference to its being used in any particular devise for the handling of it, which required dry coal, and therefore there was no implied warranty that would answer such purpose."

Boycott of Broker Lawful.—The anti-trust statute of Missouri denounces combinations to restrain trade or competition, and provides for the recovery of threefold damages to the person injured. Plaintiff's petition charged that it was a commission merchant buying and selling live stock in Kansas City, and that plaintiff was not a member of a certain brokers' exchange or of another exchange whose members were engaged in buying and selling live stock on their own account; that defendants, members of the latter exchange, entered into a pool or combination among themselves and other members of the exchange not to buy or sell any live stock to plaintiff, and not to buy or sell to any members of the brokers' exchange who bought from or sold to plaintiff, and thereby forced plaintiff out of business. The Supreme Court of Missouri in *Co-operative Live Stock Commission Company v. Browning*, 168 Southwestern Reporter, 934, held that the petition did not bring the defendant's actions within the combination denounced by the statute. The court said that since the plaintiff was merely a commission merchant or agency, and neither produced, manufactured, owned, nor carried any article of commerce, the pool or combine formed against plaintiff could, in no manner, result in "restraint of trade or competition in the importation, transportation, manufacture, purchase, or sale of any product or commodity in this state. * * * The commission man is simply an agent engaged in the business of selling one man's cattle to another for an agreed or a reasonable fee. That being unquestionably true, then can it be said that this petition charges or could truthfully charge that the live stock owner, the packer, trader, or the consuming public was or could be damaged by the agreement complained of in this case?"

Limitations—A Property Right.—The defense of the statute of limitations, when it has once accrued, cannot be destroyed by subsequent legislation, but it becomes a vested right. *Rhodes v. Cannon*, 164 Southwestern Reporter, 752. The Supreme Court of Arkansas in that case said that the overwhelming weight of authority is to that effect. "The proposition that the Legislature has the power to take the property of one man and transfer it to another is at once monstrous and absurd. And what is the difference between the proposition and the one that the Legislature has the power to deprive a man of legal defense against a demand set up against him?"